

## LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: Jefferson Parish  
Purchasing Department  
200 Derbigny Street, Suite 4400  
Gretna, Louisiana 70053  
(Owner to provide name and address)

BID FOR: Bayou Segnette Drainage Pump Station No. 1  
Bridge and Climber Screens  
Public Works Project 2015-041-PS  
Proposal No. 50-00128697  
(Owner to provide name of project)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: H. Davis Cole & Associates, LLC (HDCA) in association with Stuart Consulting Group, Inc. and dated: July, 2019.  
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) Addendum No. 1, Addendum No. 2, Addendum No. 3.

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid"\* but not alternates) the sum of:

Five Million Two Hundred Eighteen Thousand Six Hundred Fifty Dollars (\$ 5,218,650.00)

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ N/A)

**Alternate No. 2** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ N/A)

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$ N/A)

**NAME OF BIDDER:** The Lemoine Company, LLC

**ADDRESS OF BIDDER:** 1906 Eraste Landry Rd., Suite 200, Lafayette, LA 70506

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 32600

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Seth Lemoine

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** Vice President

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** 

**DATE:** March 10, 2020

### **THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

TO: Jefferson Parish  
Purchasing Department  
200 Derbigny Street, Suite 4400  
Gretna, Louisiana 70053  
(Owner to provide name and address)

BID FOR: Bayou Segnette Drainage Pump Station No. 1  
Bridge and Climber Screens  
Public Works Project 2015-041-PS  
Proposal No. 50-00128697  
(Owner to provide name of project)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# MOBILIZATION			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
B-001	1.00	LUMP SUM	173,650.00	173,650.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# CONSTRUCTION SHEETING AND DEWATERING WORK			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
B-002	1.00	LUMP SUM	360,000.00	360,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# DEMOLITION WORK			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
B-003	1.00	LUMP SUM	115,000.00	115,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# MECHANICAL WORK			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
B-004	1.00	LUMP SUM	2,500,000.00	2,500,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# STRUCTURAL WORK			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
B-005	1.00	LUMP SUM	1,900,000.00	1,900,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# SITE IMPROVEMENTS WORK			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
B-006	1.00	LUMP SUM	70,000.00	70,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ELECTRICAL AND CONTROLS WORK			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
B-007	1.00	LUMP SUM	100,000.00	100,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# COST TO CONTRACTOR TO LIST JEFFERSON PARISH AS AN ADDITIONAL INSURED ON CONTRACTOR'S GENERAL LIABILITY INSURANCE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
B-008	1.0	ONLY	0.00	0.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# COST TO CONTRACTOR TO LIST JEFFERSON PARISH AS AN ADDITIONAL INSURED ON CONTRACTOR'S AUTOMOTIVE INSURANCE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
B-009	1.0	ONLY	0.00	0.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# COST TO CONTRACTOR TO LIST JEFFERSON PARISH AS A NAMED INSURED ON CONTRACTOR'S BUILDER'S RISK INSURANCE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
B-010	1.0	ONLY	0.00	0.00

Wording for "DESCRIPTION" is to be provided by the Owner  
All quantities are estimated. The contractor will be paid upon actual quantities as verified by Owner.

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM**

TO: Jefferson Parish  
Purchasing Department  
200 Derbigny Street, Suite 4400  
Gretna, Louisiana 70053  
*(Owner to provide name and address)*

BID FOR: Bayou Segnette Drainage Pump Station No.1  
Bridge and Climber Screens  
Public Works Project 2015-041-PS  
Proposal No. 50-00128697  
*(Owner to provide name of project)*

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# TOTAL COST OF THE CONTRACTOR'S OWNER'S PROTECTION LIABILITY INSURANCE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION <i>(Quantity times Unit Price)</i>
B-011	1.0	ONLY	0.00	0.00

Wording for "DESCRIPTION" is to be provided by the Owner

All quantities are estimated. The contractor will be paid upon actual quantities as verified by Owner.





**Bond Number: SLA20515198**

**Contractor Information**

**Principal:** The Lemoine Company LLC

**Address:** 1906 Eraste Landry Rd Ste 200 Lafayette Louisiana 70506 United States

**Owner/Obligee Information**

**Bond Form:** Bid Bond in accordance with Contract Specifications

**Owner/Obligee:** Jefferson Parish

**Address:** 200 Derbigny Street Suite 4400 Gretna Louisiana 70053 United States

**Bond Information**

**Surety:** Berkshire Hathaway Specialty Insurance Company

**Bid Date:** 3/10/2020

**Estimated Contract Price:** \$5,000,000.00

**Time For Completion:** 365 Calendar Days

**Liquidated Damages:** \$500/Day

**Estimated Work On Hand:**

**Amount of Bid Security:** 5% TAB

**Contract # or IFB #:** 50-00128697

**Description of Job:** Bayou Segnette Drainage Pump Station No. 1 Bridge and Climber Screens Public Works Project No. 2015-041-PS

**Job Breakdown:**

**Electronic Bidding Information**

**Bid Security Percentage:** 5

**Bid Security Maximum:**

**Owner Assigned Contractor Number:** BX728

**Primary Agency:**

McGriff, Seibels & Williams, Inc.

Power of Attorney Limited to: Unlimited

**Executed**

**Entered By:** Marc W. Boots - 2/27/2020 4:36:16 PM ET

**Approved & Executed By:**

*Marc W. Boots*

Marc W. Boots (Signed: 27-Feb-2020 04:36 PM EST (UTC-05:00))

Signature Information

Know all men by these presents that Berkshire Hathaway Specialty Insurance Company, a Corporation duly organized under the laws of the State of Nebraska, are held and firmly bound unto the above owner/obligee by this transmission. The surety agrees to waive the

Statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.

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Document ID: S2000-1001039275

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,

The Lemoine Company, LLC  
as PRINCIPAL, and

Berkshire Hathaway Specialty Insurance Company  
as SURETY, are held and firmly bound unto the Parish of Jefferson, hereinafter called the "OWNER", in the penal sum of:

Five Percent of the Total Amount Bid  
DOLLARS (\$ 5% TAB ) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid dated March 10, 2020, for

**BAYOU SEGNETTE DRAINAGE PUMP STATION NO. 1 BRIDGE AND CLIMBER  
SCREENS  
PUBLIC WORKS PROJECT NO. 2015-041-PS**

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or, if no period be specified, within forty-five (45) days after the said opening, and shall within the period specified therefore or, if no period be specified, within twelve (12) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Parish in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Parish the difference between the amount specified in said Bid and the amount for which the Parish may procure the required work or supplies, or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 10th day of March, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

**BID BOND (continued)**

In Presence of:

N/A

(Individual Principal)

N/A

(Business Address, including Zip Code)

N/A

(Partnership)

N/A

(SEAL)

N/A

(Business Address, including Zip Code)

ATTEST:

Laurie Brasseaux  
Laurie Brasseaux

BY:

Seth Lemoine  
Seth Lemoine, Vice President  
The Lemoine Company, LLC  
(Corporate Principal)

1906 Eraste Landry Rd., Suite 200, Lafayette, LA 70506

(Business Address, including Zip Code)

BY:

N/A

AFFIX CORPORATE SEAL

ATTEST:

Vickie Lacy  
Vickie Lacy, Attorney-in-Fact

Berkshire Hathaway Specialty Insurance Company  
(Corporate Surety)

One Lincoln Street, 23rd Floor, Boston, MA 02111

(Business Address, including Zip Code)

BY:

Maria D. Zuniga  
AFFIX CORPORATE SEAL  
Maria D. Zuniga, Attorney-in-Fact

Countersigned:

BY: Robert M. Verdin  
Attorney-in-Fact\*  
Robert M. Verdin

State of Louisiana



Berkshire Hathaway  
Specialty Insurance

14885

## Power Of Attorney

### BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Joseph R. Aulbert, Vickie Lacy, Maria D. Zuniga, Robert M. Verdin, Marc W. Boots, Richard Covington, Brock D. Duckworth, 818 Town & Country Blvd., Suite 500 of the city of Houston State of Texas**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY  
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,  
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

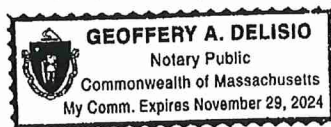


#### NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this **March 10, 2020**.



Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at [jennifer.porter@bhspecialty.com](mailto:jennifer.porter@bhspecialty.com). THIS POWER OF ATTORNEY IS VOID IF ALTERED  
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at [claimsnotice@bhspecialty.com](mailto:claimsnotice@bhspecialty.com), via fax to (617) 507-8259, or via mail.



**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

**Public Works Bid**

**AFFIDAVIT**

**STATE OF** Louisiana

**PARISH/COUNTY OF** Lafayette

BEFORE ME, the undersigned authority, personally came and appeared: Seth  
Lemoine, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized Vice President of The Lemoine Company, LLC (Entity),  
the party who submitted a bid in response to Bid Number 50-00128697, to the Parish of  
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

**Choice A** \_\_\_\_\_ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

**Choice B** ✓ there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Affiant further said:

Debt Disclosures

**(Choose A or B, if option A is indicated please include the required attachment):**

**Choice A** \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the parish to the Affiant.

**Choice B** ✓ There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

Affiant further said:

Affiant personally has not been convicted of, nor has he/she entered into a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. No individual partner, incorporator, director, manager, officer, organizer, or member, who has a minimum of a ten percent ownership in the Bidding Entity, has been convicted of, or has entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall permanently bar any person or the bidding entity from bidding on public projects:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67, 16)
- (c) Theft of a business record (R.S. 14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

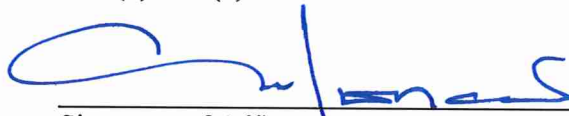
The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

*[The remainder of this page is intentionally left blank.]*



Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

  
\_\_\_\_\_  
Signature of Affiant

Seth Lemoine, Vice President  
\_\_\_\_\_  
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

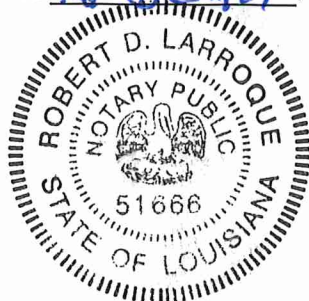
ON THE 10th DAY OF March, 2020.

  
\_\_\_\_\_  
Notary Public

ROBERT D. LARROQUE  
\_\_\_\_\_  
Printed Name of Notary

51666  
\_\_\_\_\_  
Notary/Bar Roll Number

My commission expires 12 DE 24.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BXS Insurance 4041 Essen Lane, Suite 400 Baton Rouge LA 70809		<b>CONTACT NAME:</b> Trent Sandahl <b>PHONE (A/C, No, Ext):</b> 225-336-3200 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> switchboard@wright-percy.com		
<b>INSURED</b> The Lemoine Company LLC 1906 Eraste Landry Road Suite 200 Lafayette LA 70506		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : National Union Fire Ins Co Pittsburgh PA		19445
		INSURER B : XL Insurance America, Inc.		24554
		INSURER C : AIG Assurance Company		40258
		INSURER D : Indian Harbor Insurance Co.		36940
		INSURER E : Beazley Insurance Company, Inc.		37540
INSURER F :				

**COVERAGES****CERTIFICATE NUMBER:** 1802175704**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL3292043	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4544741	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			US00086200L19A	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC022298353	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D B E	Professional/Pollution Equipment Coverage Cyber Coverage			CEO742083204 UM00052499MA19A W1FE54190301	9/1/2019 9/1/2019 9/1/2019	9/1/2020 9/1/2020 9/1/2020	\$10,000,000 Occ See Remarks \$1,000,000 CoclAgg \$10,000,000 Aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis (on General Liability, Automobile Liability and Excess policies) with a Waiver of Subrogation (on General Liability, Automobile Liability, Excess and Workers' Compensation policies) in their favor when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless the certificate holder as required by written contract.

Subject to policy terms, conditions and exclusions, 30 day notice of cancellation shall be given when required by written contract.

Blanket Alternate Employer on the Workers' Compensation when required by written contract.

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY BXS Insurance		NAMED INSURED The Lemoine Company LLC 1906 Eraste Landry Road Suite 200 Lafayette LA 70506	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Workers' Compensation includes Officers.

With respects to Pollution subject to policy terms, conditions and exclusions: The certificate holder shall be considered an Additional Insured when required by written contract.

With respects to Pollution and Professional subject to the policy terms, conditions and exclusions: The certificate holder shall have a Waiver of Subrogation in their favor when required by written contract.

Leased/Rented Equipment: Limit \$1,600,000 per item / \$3,000,000 per occurrence.

Certificate Holder shown is Additional Insured and Loss Payee with respects to leased/rented equipment when required by written contract. Subject to policy terms and conditions, Loss Payee shall receive the amount The Lemoine Company, LLC is obligated to pay for direct physical loss or damage to contractor's equipment by reason of their assumption of liability in a written contract or written agreement executed prior to the loss or damage for contractor's equipment that you lease or rent.

No Boom Overload Exclusion applies.

Cyber Coverage: \$1,000,000 Policy Aggregate Limit of Liability

\$1,000,000 Regulatory Defense and Penalties Sublimit

Privacy Breach Response - \$25,000 Notified Individuals in the Aggregate Limit

Notification Services/Call Center Services/Breath Resolution &amp; Mitigation Services Threshold - #100 Notified Individuals

Retention - \$15,000 Each Claim

## **CERTIFICATE OF THE LEMOINE COMPANY, L.L.C.**

Pursuant to Article VI of the Articles of Organization of The Lemoine Company, L.L.C. ("Company"), unless and until an authentic act of amendment to the Articles of Organization of the Company is filed in the office of the Louisiana Secretary of State and in each parish in which the Company owns immovable property, persons dealing with the Company may rely upon a certificate bearing the signature of any manager to establish the membership of any member, the authenticity of any records of the Company, or the authority of any person to act on behalf of the Company, including but not limited to the authority to take the actions referred to in LSA-R.S. 12:1318(B).

Pursuant to the authority granted in Article VI of the Articles of Organization of the Company, the undersigned Manager, being one of the Managers of the Company, hereby certifies that Leonard K. Lemoine, Vincent Champagne II, Seth Lemoine, and Erika G. Fortenberry, or any one of them, have the authority to prepare, execute and submit on behalf of the Company bid proposals to any person or entity and to enter into and execute contracts with any person or entity, containing such terms and provisions as any one of them may in their sole discretion deem advisable, for the purposes of promoting the business of the Company, and shall have the authority to execute, deliver, acknowledge, file and record all documents and take all other actions which any one of them may deem necessary or advisable in order to carry out the obligations of the Company as set forth in such bid proposals or contracts.

Pursuant to the authority granted in Article VI of the Articles of Organization of the Company, the undersigned Manager, being one of the Managers of the Company, hereby certifies that Leonard K. Lemoine, Gregory E. Landry, Vincent Champagne II, William M. Lemoine, Seth A. Lemoine, Robert M. Rice, Timothy G. Burdette, Leon L. Foster and Andrew E. Sexton, or any one of them, have the authority to prepare, execute and submit on behalf of the




Company any owner contract change orders, and any subcontract agreements and related change orders, to any person or entity, containing such terms and provisions as any one of them may in their sole discretion deem advisable, for the purposes of promoting the business of the Company, and shall have the authority to execute, deliver, acknowledge, file and record all documents and take all other actions which any one of them may deem necessary or advisable in order to carry out the obligations of the Company as set forth in such owner contract change orders, or any subcontract agreements or related change orders.

Pursuant to the authority granted in Article VI of the Articles of Organization of the Company, the undersigned Manager, being one of the Managers of the Company, hereby certifies that Erika G. Fortenberry and Mark R. Broussard, or either one of them, is hereby authorized to sign any and all checks, drafts, and orders against any funds at any time standing to the credit of the Company with any bank or financial institution, and to make all agreements embodied in the deposit slips, other documents evidencing the deposit of funds with said bank or financial institutions and such banks or other financial institutions are hereby authorized to honor checks, drafts, and orders of this Company when so signed by Erika G. Fortenberry or Mark Broussard, unless or until it has received notice to the contrary in writing signed by a Manager of the Company and said bank or other financial institution shall at all times be protected in recognizing the persons named herein unless and until it has received notice in writing that the said Manager has changed such authorized persons.

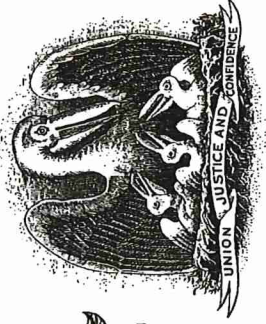
**THUS DONE AND SIGNED** on this 12 day of October, 2018, in Lafayette, Louisiana.

  
\_\_\_\_\_  
Leonard K. Lemoine, Manager

This is to certify that this is a true copy of  
The Lemoine Company, L.L.C.

  
\_\_\_\_\_  
Seth Lemoine, Vice President

# State of Louisiana



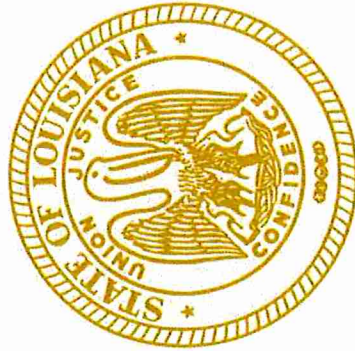
## State Licensing Board for Contractors

This is to Certify that:

LEMOINE COMPANY, L.L.C., THE  
1906 Eraste Landry Road, Suite 200  
Lafayette, LA 70506

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; HEAVY CONSTRUCTION; HIGHWAY, STREET AND BRIDGE CONSTRUCTION;  
MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



Expiration Date: March 31, 2021

License No: 32600

Witness our hand and seal of the Board dated,  
Baton Rouge, LA 1st day of April 2018

*Will B. McCP*

Director

*Lee Mallett*

Chairman

*Andy Ramsey*

Treasurer

This License Is Not Transferrable

**The Lemoine Company, L.L.C.  
General Contractors  
1906 Eraste Landry Rd., Suite 200  
Lafayette, LA 70506**

**Louisiana State Contractor's  
License No. 32600  
License Expires – March 31, 2021  
Classification – Municipal and Public  
Works Construction**

**Jefferson Parish  
West Bank Purchasing Department  
200 Derbigny Street, Suite 400  
Gretna, LA 70053**

**Sealed Bid Proposal For:**

**Bayou Segnette Drainage Pump Station No. 1  
Bridge and Climber Screens  
Public Works Project 2015-041-PS**